

AUPE Negotiations 2024/2025
Strathcona County Non-Monetary Proposal
January 13

This non-monetary ingoing proposal is made on a without prejudice basis. The positions in the proposal are presented as a package and may be amended in whole or in part upon non-acceptance.

The County reserves the right to amend, delete and/or table new proposals anytime during bargaining to address matters not known to them at the time of exchange proposals and/or in response to AUPE proposals.

Any agreements reached at the bargaining table are subject to ratification.

Errors and omissions excluded.

ARTICLE 3 - TERMS OF AGREEMENT

3.01 This Agreement shall be binding and remain in effect from the date upon which both parties exchange notice of ratification by their principals from January 1, 2024 until December 31, 2024, and shall continue from year to year thereafter unless either party gives the other notice in writing in accordance with the Labour Relations Code in effect at the time.

3.02 Either party may give to the other not less than sixty (60) nor more than one hundred and twenty (120) calendar days prior to the termination of this agreement notice in writing of its intention to commence collective bargaining. Collective bargaining shall be conducted in accordance with the provisions of the Labour Relations Code.

Where notice is served by either party under the Labour Relations Code, provisions of this Collective Agreement shall continue until either:

(a) a settlement is agreed upon and a new Collective Agreement signed; or

(b) a settlement is not agreed upon and then this Collective Agreement shall remain in effect until a strike or lockout commences as provided in the Labour ~~Reations~~**Relations** Code. Any notices shall be served in accordance with the Labour Relations Code.

3.03 Notwithstanding anything in this Article, any portion of this Agreement may be opened for negotiations between the County and the Union at any time provided that both parties agree.

3.04 Notwithstanding the foregoing, the parties may mutually agree to amend the terms and/or condition of employment. In such cases, the agreement must be in writing and executed by authorized representatives of the parties to the Agreement.

3.05 Within one (1) month of the ratification of this Agreement, the Department Head (Human Resources) shall convene a meeting of all supervisory personnel to review the contract in an attempt to achieve consistency and fairness. The Union will be invited to be represented at this meeting.

3.06 The Employer and the Union shall equally cost share the printing of this Agreement. Printing of this agreement shall be the responsibility of the ~~Union~~ **Employer**.

ARTICLE 5 - MANAGEMENT RECOGNITION

- 5.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this Agreement.
- 5.02 **The Union further recognizes that any current, ongoing or past practice, policy and/or benefit shall not be construed as a representation that any such practice, policy and/or benefit will continue in the future and that the County may reorganize its businesses and practices in order to remain productive.**

ARTICLE 7 - TIME OFF FOR UNION BUSINESS

7.01 **Subject to operational requirements**, time-off without loss of regular wages, will be granted for:

- Union Officers
- Stewards
- Liaison and Safety Committee members when they are required to attend:
 - Contract negotiations,
 - Liaison Committee,
 - Safety Committee, or
 - Grievance Procedure meetings with County representatives.

~~For purposes of contract negotiations there will be a maximum of three (3) Union members paid by the Employer to attend contract negotiations. The Union may appoint up to two (2) additional Union members to attend contract negotiations. Any additional Union members shall be paid by the Employer and the Employer shall be reimbursed by the Union pursuant to Clause 7.02 b).~~

For purposes of contract negotiations there will be up to five (5) Union members who may attend contract negotiations. Any Union members shall be paid by the Employer and the Employer shall be reimbursed by the Union pursuant to Clause 7.02 (b).

7.02 (a) When Union Officers, Stewards, Liaison, Safety and Bargaining Committee members are required to be absent from their regular work place for any of the following:

- to meet with their counsel, Labour Board representatives and/or other government agency representatives on official Union business
- to conduct other Chapter business
- to prepare for contract negotiations
- to prepare for Liaison meetings

Time-off without loss of regular wages will be granted upon written application submitted to the Employer seven (7) days before the scheduled absence or such shorter period as may be mutually acceptable; and the County will recover such hourly wages from the Union.

Time off for members to conduct other Chapter business or to prepare for Liaison meetings shall be subject to the approval of the Employer.

Time off for the Bargaining Committee to prepare for contract negotiations shall be provided to a maximum of fifteen (15) work days per round of bargaining, and no member shall take more than five (5) work days off.

- (b) When members elected as delegates to attend the annual convention of the AUPE; members designated as delegates representing the Union at conventions of other Employee organizations; members elected as representatives of the Union to attend seminars and Chapter meetings; members of the provincial executive of the Union, to attend general meetings; members to attend AUPE conferences and education programs; members of the Union Executive Committee; members appointed to attend AUPE Standing Committees; members who have been appointed to the Local Authorities Pension Board, to attend Board meetings or Board authorized training, time off without loss of regular wages will be granted upon written application submitted to the Administration seven (7) days before the scheduled absence or such shorter period as may be mutually acceptable. The County will recover such hourly wages from the Union. Time off for members described in this Clause 7.02 b), shall be approved based on the Employer's operational requirements.
- (c) If any member of the local Executive is elected to the Provincial Union Executive for a term of one (1) year or more, or one (1) local Executive seconded for three (3) months or more by the Provincial Union, that member will be granted an unpaid leave of absence, subject to thirty (30) days written notice or such shorter period as may be mutually acceptable.

ARTICLE 10 - SENIORITY

- 10.01 In accordance with 1.01(l) seniority commences at date of hire, and shall include all continuous and accumulated service as a temporary Employee.
- 10.02 Employees who were employed by the County prior to January 1, 1979 and entered in any classification covered by this Agreement on that date shall have their seniority established as the date of continuous service with the County.
- 10.03 Seniority shall be retained and accumulated during absences resulting from illness or an accident where the Employee is entitled to compensation, suspension with or without pay less than sixty-one (61) days, approved leave without pay less than sixty-one (61) days.
- 10.04 Seniority shall be retained during absences resulting from; layoff (up to eighteen (18) months), suspension with or without pay greater than sixty (60) days, approved leave without pay greater than sixty (60) days, strike or lockout.
- 10.05 The Union shall be notified of all recalls.
- 10.06 An Employee who accepts an internal permanent position outside this Agreement shall retain the seniority accrued to that time for a period of six (6) months.
- 10.07 Accumulation of seniority shall recommence from the date the Employee returns to a classification covered by this Agreement and their seniority date shall be adjusted by the period of their absence.
- 10.08 An Employee shall lose their seniority and their name shall be removed from the seniority list for any of the following reasons: voluntary resignation, discharge for cause, layoff for more than eighteen (18) months, retirement, or when an Employee has been employed in a position outside this Agreement for a period of six (6) consecutive months or more.
- 10.09 **An Employee shall lose their accumulated service, and their name shall be removed from the seniority list for any of the following reasons: voluntary resignation, discharge for cause, a break in service of more than six (6) months, or when an Employee has been employed in a position outside this Agreement for a period of six (6) consecutive months or more.**

ARTICLE 11 - PERIOD OF PROBATION

11.01 The probationary period for new Employees covered by this agreement in both permanent and temporary positions shall be one thousand (1000) hours worked.

If the Employer identifies performance concerns, written feedback shall be provided to the Employee. Where circumstances warrant an extension, the probationary period may be extended up to an additional two hundred and fifty(250) hours **worked** upon mutual agreement of the Union and the Employer.

11.02 An Employee who has previously been employed in a position covered by this agreement will have such previous employment considered part of the probationary period provided that a break in service is one (1) year or less and the Employee is returning to the same job.

11.03 At any time, an Employee, categorized as probationary, may be released by the County. Such notice of release will be formalized in writing and will give the reason for the Employee being released at the time of the notification of the release.

11.04 During the probationary period the County may terminate the employee. The employee or the Union may grieve the termination, but the decision at Level 3 shall be final and binding and the matter shall not be referred to arbitration under the provisions of this Agreement.

ARTICLE 13 - DISCIPLINE

13.01 Any member subject to any level of discipline may be represented by an

attending Union representative.

- 13.02 When circumstances permit, the Employer shall notify the Union and affected Employee in writing forty-eight (48) hours in advance of any disciplinary meeting.
- 13.03 No Employee shall be disciplined without just cause. In the event that the County initiates formal disciplinary action against an Employee, that Employee and the Union shall be informed at the same time in writing as to the reason(s) for such action. A copy of the correspondence shall be sent to the designated Union representative within seven (7) calendar days of the discipline being initiated.
- 13.04 An Employee who has been wrongfully disciplined, demoted, suspended or discharged and who is later reinstated shall be compensated in full for any loss of wages or benefits which resulted thereby.
- 13.05 ~~Past disciplinary infractions shall be deemed void and removed from the Employee's file after twenty-four (24) months from the date of the application of the discipline.~~
- 13.06 Notwithstanding the contents of the Article, including titles, Letters of Expectation are not disciplinary in nature ~~and shall be removed from the personnel file after twenty-four (24) months.~~
- 13.07 **An employee may request Human Resources to have disciplinary record(s) and Letters of Expectation removed from their file after a minimum 24 months have been worked since the date the record was issued, provided there has been no further performance concerns, attendance concerns, or further discipline on the file.**
- 13.08 An Employee who is absent from employment and who has not informed the Employer, may after five (5) consecutive days of such unauthorized absence, be considered to have abandoned their position and shall be deemed to have resigned.

ARTICLE 14 - GRIEVANCES

- 14.01 Statement of Intent

The Employer and the Union recognize the desirability of resolving differences through joint consultation and respectful and open discussion. Both will attempt to resolve differences through exploring interests and options together informally where possible, prior to proceeding to formal process.

14.02 Definitions and Scope

- (a) A Personal grievance is a dispute regarding:
 - (i) Alleged unjust treatment or discrimination
 - (ii) Alleged unfair working conditions
 - (iii) Any disciplinary action
 - (iv) Any concern regarding the interpretation, application, operation or alleged violation of this Agreement, including any questions as to the arbitral nature of the matter.
- (b) Grievances which involve a dismissal or a suspension will commence at level II and shall be initiated in writing within fourteen (14) days of the date when the Employee first became aware of the disciplinary action.
- (c) A Policy Grievance is a dispute between the parties which due to its nature is not properly subject of a Personal Grievance and concerns the interpretation, application, operation or alleged violation of this Agreement, including any questions as to the arbitral nature of the matter.
- (d) Formal personal grievances shall be initiated within fourteen (14) calendar days from the date of the incident prompting the grievance. Policy grievances shall be initiated either by the Union or the County in writing, within thirty (30) calendar days from the day that the matter giving rise to the grievance came to the attention of the Designated Officer of the Union or Official of the Employer.
- (e) Formal grievances shall be in writing (email will suffice) and must state the general nature of the grievance, identify the specific clauses in the collective agreement that are being violated, and provide details with respect to the redress or remedy being sought.
- (f) "Days" means calendar days.

- (g) A Union member submitting a grievance has the right to be assisted by an attending Union Representative or Union Steward.

14.03

Grievance Process

A Personal Grievance shall be initiated by the Employee as follows:

Level I

The grievance shall be taken up with the Employee's manager or designate. The Employee and/or the Union representative will discuss the subject of the proposed grievance with the Employee's manager or designate within fourteen (14) calendar days of the receipt of the grievance. The manager or designate first level classified supervisor will provide a response to the Employee and/or Union Representative within seven (7) calendar days from when the proposed grievance was discussed.

Level II

If the Employee continues to be dissatisfied, they should submit the grievance in writing within fourteen (14) days of receiving the response from Level I, to the Department Director. The Director, in consultation with Human Resources, will hear the matter and will respond in writing to the ~~Griever~~ **Employee** within seven (7) calendar days.

Level III

If the Union does not accept the decision of the Department Director, they may request in writing within seven (7) days of receiving the Department Directors decision that the Chief Commissioner review the grievance. The Chief Commissioner shall hear the matter within ten (10) days and will advise the Union of their decision in writing within fourteen (14) days of the hearing;

The Chief Commissioner may designate an Associate Commissioner to hear and decide on Level III grievances;

If the grievance is not settled as a result of the Chief Commissioner's decision, the Union or the Employer may refer the matter to arbitration pursuant to the Labour Relations Code.

Level IV

A grievance is referred to arbitration by either party giving notice to the other in writing of their intention to do so. Such written notice shall be given within ten (10) working days of the receipt of the decision at Level III, or from the expiry of the time limits at Level III, whichever is earlier. Within seven (7) working days of receipt of such written notice, each party shall appoint a nominee. Within a further seven (7) working days the nominees shall meet and appoint a Chairperson to the Board. If the two nominees fail to agree and fail to appoint a Chairperson, they shall apply to the Director of Mediation Services to appoint the Chairperson.

14.04 Arbitration Board

In the event the matter being grieved is presented to an Arbitration Board, each Party shall bear the expense of its respective nominee and shall bear one-half (1/2) of the expenses of the Chairman of the Arbitration Board.

14.05 The Parties may mutually agree to have the matter heard by a single Arbitrator.

14.06 The Arbitration Board by its decision shall not alter, amend or otherwise change the terms of this Collective Agreement.

14.07 All Union members submitting a grievance have the right to be assisted by an attending Union Representative.

14.08 Procedure and Time Limits

Extension of Time Limits: Time limitations set out in the above grievance procedure may be extended by mutual agreement between the parties, and must be in writing.

Time Limits: Time limits and procedures contained in this grievance procedure are mandatory. Failure to pursue a grievance within the prescribed time limits and in accordance with the prescribed procedures shall result in abandonment of the grievance and all rights and recourse to the grievor.

Failure to reply to a grievance in a timely fashion shall advance the grievance to the next level. Grievances so advanced shall be subject to time limits as if a reply had been made on the last allowable day of the preceding level in the procedure.

14.09 Policy Grievances may be initiated either by the Union or the County in the following manner:

- (a) Policy Grievances shall be initiated either by the Union or the County in writing, within thirty (30) calendar days from the day that the matter giving rise to the grievance came to the attention of the Designated Officer of the Union or Official of the Employer. The written notice of the grievance shall be submitted to the President of the Union or the Director, Human Resources of Strathcona County and shall stipulate the general particulars of the grievance together with reference to the allegedly violated clause of the Agreement;
- (b) Grievances submitted in accordance with Clause 14.09 shall be referred to a Grievance Committee which shall endeavour to resolve the difference. This Committee will be composed of two representatives of the County and two members of the Union appointed by the Executive. This Committee shall meet within fifteen (15) calendar days of the submission of the written notice by either party;
- (c) After the parties have met in accordance with the preceding clause, each party will give any decision made in writing to the other party within fifteen (15) calendar days. In the event that the two parties reach a mutually acceptable agreement concerning the matter in question, a written and signed notice of mutual agreement will supersede the aforementioned notice of decision;
- (d) In the event that the parties do not reach a mutually acceptable agreement, or that either party does not accept the written notice of decision of the opposite party within thirty (30) calendar days of the Chief Commissioner's decision as per Clause 14.03 either party may notify the other party in writing of its intention to submit the grievance to arbitration pursuant to **Level IV of the grievance procedure.** ~~the provision of the Labour Relations Code.~~

ARTICLE XX – NO STRIKE / NO LOCKOUT

XX.01 **The Union agrees that neither it, nor any of the Employees it represents will collectively, concertedly or individually, during the term of this Agreement and/or any extension thereof, directly or**

indirectly, cause, permit, call, instigate, induce, sanction or engage in any strike, slowdown, harassment, sympathy strike, boycott, picketing, and/or any other work interference, either primary, secondary, or other in nature, for any reason whatsoever.

XX.02 The Employer agrees that it will not, during the term of this Agreement and any extension thereof, cause, permit or engage in any lockout. The closing down of the operation or any part thereof or the curtailment of operations for business reasons will not be considered a lockout.

XX.0.3 In the event of a breach of violation of Article XX.01, the Union, upon being informed thereof by the Employer, shall immediately notify the Employees it represents that such conduct and/or other work interferences is unauthorized and in violation of this Agreement, and direct those involved to immediately to resume work. Further, upon being notified of any conduct or acts on the part of any of the Employees it represents in violation of Article XX.01, the Union shall take immediate positive action to cause such conduct to be ceased.

XX.04 The Employer shall have the right to determine the discipline given to an Employee or Employees for breach of this Article. The severity of the discipline imposed for such violation shall not be subject to arbitration; the Union shall, however, have the right to grieve the question of fact as to whether or not an employee or employees have breached the provisions of this Article.

ARTICLE 22 – LEAVES OF ABSENCE

22.01 Other Leaves of Absence, without pay, may be granted at the sole discretion of the County, and in accordance with the Alberta Employment Standards Code, upon written application by the affected Employee at least seven (7)

days prior to the beginning date of the applied for Leave of Absence. To be eligible for such leave, an Employee shall have been employed with the County for ninety (90) days of continuous employment, with the exception of reservist leave which is twenty-six

(26) consecutive weeks, and must have their application endorsed or approved by the Department Head. The application shall include the reason for the request as well as the dates of the requested Leave of Absence. Such approval should not be unreasonably withheld.

22.02 In unusual circumstances or by mutual agreement, the requirement stated in Clause 22.01 for application to be made seven (7) days prior to the commencement of the requested leave of absence may be waived. Application for such waiver is to be made directly to the Department Head.

22.03 In the case of an Employee who takes a leave of absence under the provisions of Clause 22.01, the benefits and conditions to which that Employee is ~~entitled~~ **eligible** as a result of length of service in the County shall not be adversely affected as a result of having been granted such leave of absence.

22.04 An Employee on such approved leave may not engage in other employment for gain while on such leave without the express written consent of the County.

22.05 Court and Jury Duty

Leave of Absence shall be provided to an Employee who is required to serve as a juror, or is subpoenaed as a witness in a private capacity in any court proceeding. The Employee shall receive their regular rate of pay and shall remit to the Employer any allowance they may receive for such duty or service.

If the Employee is subpoenaed as a witness to appear in court in their official capacity to give evidence or to produce Strathcona County records, the Employee shall receive their regular rate of pay during regular working hours and is eligible to receive overtime pay to appear during non-work hours. The Employee shall remit to the Employer any allowance they may receive for such duty or service.

The Employee shall present proof of such duty or service and the amount of remuneration or allowance received in all cases.

Employees required to appear in court in a capacity other than subpoenaed as a witness or jurist will be granted leave without pay.

22.06 Bereavement Leave

An Employee shall be granted Bereavement Leave of Absence with pay for not more than five (5) consecutive days because of the death of spouse (includes common-law), child (includes step, foster child or ward), parent (includes step or foster parent), brother, sister, parent of spouse, guardian, son-in-law, daughter-in-law, grandchild or any other relative who is a member of the Employee's household, or the spouse of any of the foregoing. In addition to the above, the Employer may grant up to one (1) day travel to attend the funeral if the travel is five hundred (500) kilometers or more away.

22.07 Leave of absence for one (1) full day, with pay, shall be granted at the time of the funeral or death of a grandparent, grandparent-in-law, aunt, uncle, niece or nephew, if the funeral is on a work day.

22.08 Upon written application, additional Compassionate or Bereavement Leave of Absence with pay, due to exceptional circumstances, may be granted an Employee at the discretion of the ~~Chief Commissioner~~ **Associate Commissioner**.

22.09 One (1) day of leave may be granted without loss of pay or benefits to attend as a pallbearer or mourner for a deceased Employee. Where the family of a deceased Employee requests pallbearers from the Union, the County may grant the necessary leave with pay for up to six (6) pallbearers.

22.10 Compassionate Leave

~~An Employee shall be granted~~ **Paid** Compassionate Leave of Absence ~~with pay~~ **may be available** for not more than five (5) ~~consecutive~~ days **per calendar year** because of the critical illness of a member of their immediate family as defined in Clause 22.06. The Employee shall provide the County with a letter from the attending physician concerning the fact of the critical illness. **Approval of the paid leave is at the discretion of the Director.**

Any additional Compassionate Care Leave shall be provided in accordance with *Alberta Employment Standards Code*.

22.11 Maternity Leave

Maternity Leave will be granted to Employees in accordance with the Alberta Employment Standards Code.

(a) Employees must have been employed with Strathcona County for

ninety (90) days of continuous employment.

- (b) The maternity leave is not more than sixteen (16) weeks starting at any time during the thirteen (13) weeks immediately before the estimated date of delivery.
- (c) The Employee must give six (6) weeks' written notice of the date they intend to begin leave and four (4) weeks' notice of the date they intend to return to work.
- (d) If an Employee's pregnancy results in a miscarriage or stillbirth within sixteen (16) weeks of their due date, they are ~~entitled to~~ **eligible for** sixteen (16) weeks of maternity leave.

22.12 Health Related Portion of the Maternity Leave

During the one week Employment Insurance waiting period, Strathcona County will top up salary to ninety-five percent (95%) of the Employee's regular earnings. Verification that Employees are in receipt of employment insurance benefits is necessary to provide the top up benefit. A medical certificate must be provided to Human Resources, confirming the date the child was born and the duration of the leave that the physician indicates is health related. During the health related portion of the maternity leave Strathcona County will top up salary to ninety-five (95%) of the Employees regular earnings. The benefit coverage that the Employee has at the time of their leave will continue during the health related portion of the absence. At the end of this period, parental leave will commence, and benefit coverage will continue if the Employee pays both Employer and Employee portions of the cost of the premiums.

22.13 When a pregnancy interferes with the performance of duties or the Employer has a concern for the Employee's health, the Employer may reassign the Employee's duties at no loss of pay, or by notice in writing to the Employee, require them to commence sick leave under Clause 21.08.

22.14 Parental Leave

Employees who have been employed with Strathcona County for ninety (90) days of continuous employment are ~~entitled to~~ **eligible for** parental leave without pay for a maximum of sixty-two (62) weeks. The Employee must give at least six (6) weeks written notice of the date they intend to begin parental leave and four (4) weeks' notice of the date they intend to return to work. During that time they may receive benefit coverage by paying the Employee and Employer portions of the cost of the premiums.

22.15 Employees wishing to return to work prior to the agreed return date may do so with two (2) weeks' notice.

22.16 Adoption Leave

One (1) day leave with pay will be allowed for an Employee to be present at the birth or adoption proceeding of an Employee's child, providing such occurrence is on a scheduled workday.

The Employer will grant adoption leave to Employees who are adoption a child. The Employee must have been employed with Strathcona County for ninety (90) days of continuous employment. Written notice of leave must be provided to the Employer at least two (2) weeks before Employees can reasonably expect to obtain custody of the child.

22.17 If Employees cannot provide at least two (2) weeks written notice, they must notify the Employer immediately after receiving notice of the adoption.

22.18 Adoption leave consists of not more than sixty-two (62) consecutive weeks of leave without pay within seventy-eight (78) weeks after the child is placed with the adoptive parents. During that time they may receive benefit coverage by paying the Employee and Employer portions of the cost of the premiums.

22.19 Shared Leave

If both parents are Employees of Strathcona County parental or adoption leave may be taken wholly by one of the Employees or be shared by both. Only one (1) parent will be granted parental or adoption leave at a time.

22.20 Anniversary Date

Employees who have been on maternity, parental or adoption leave will have their anniversary date adjusted for evaluation and increment purposes only. They will not earn vacation leave during this period, the exception being for maternity health related reasons.

22.21 Additional Leave

Leave of absence without pay beyond the approved maternity, parental or adoption leave may be granted upon written application up to a combined maximum of twelve (12) months at the discretion of the Employer.

22.22 Domestic Violence Leave

Domestic violence leave shall be granted in accordance with the *Alberta Employment Standards Code*.

22.23 Military Leave

Military leave shall be granted in accordance with the *Alberta Employment Standards Code*.

22.24 Citizenship Ceremony Leave

Citizenship Ceremony Leave shall be granted in accordance with the *Alberta Employment Standards Code*.

ARTICLE 28 – APPRENTICESHIPS – Open for Discussion. Based on those discussions the County reserves its right to table proposals.

28.01 Apprenticed Employees as defined within Apprenticeship and Industry Training Act shall be granted all the terms and conditions of this Agreement.

28.02 An Employee commencing employment with the County under a contract of Apprenticeship shall be paid the product of the appropriate percentage

established in regulations issued pursuant to the Apprenticeship and Industry Training Act and the appropriate tradesman classification or pay grade.

- 28.03 Notwithstanding the provisions of the previous clause establishing Apprenticeship rate of pay, the County may increase the established percentage for any Apprentice under contract by either five percent (5%) or ten percent (10%). In the event such an increase is awarded, the County will advise the Union in writing within thirty (30) calendar days of taking such action,
- 28.04 Apprenticed Employees when absent from their regular duties in order to receive additional required training related to their Apprenticeship, shall continue to receive their regular wages as determined by the Agreement; but, any allowances or grants received from any other agency for attending such training shall be refunded or assigned to the County.
- 28.05 Apprenticed Employees shall be trained to the standards applicable to that particular trade and shall be entitled to make such application for Journeyman status, or to take such training as may be required to achieve such status, with every cooperation of the County and with all reasonable dispatch.
- 28.06 An apprentice who begins and completes their apprenticeship with the Employer shall be placed on level 2 of the appropriate trades rate upon confirmation of certification.
- 28.07 When an Apprentice has successfully completed the Apprenticeship Program and there is no vacancy for a Journeyman in that trade the Employer may give the Apprentice the option of remaining on staff as an Apprentice at the maximum rate for an Apprentice or the Apprentice can resign their employment.
- 28.08 An Employee opting to remain as an Apprentice will be required to compete for Journeyman vacancies. If the Apprentice refuses an offer to be promoted to an available Journeyman vacancy, this may be grounds for dismissal.
- 28.09 Apprenticed Employees shall have access to the application of any grievance procedure except for termination of employment as a result of:
- (a) Unsatisfactory probationary performance in accordance with Article 11.01, or;
 - (b) Failure to comply with the terms and conditions of the *Apprenticeship*

and Industry Training Act and/or regulations.